IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Dean A. Seifert et al.

Serial No.: 09/975,171

Filed: October 10, 2001

Group Art Unit: 3621

Examiner: Calvin L. Hewitt, II

For: METHOD AND SYSTEM FOR PERFORMING
     MONEY TRANSFER TRANSACTIONS

Attorney Docket No.: WEST 0105 PUS (Formerly FDC 0163 PUS)

REPLY BRIEF UNDER 37 C.F.R. § 41.41

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Sir:

       This Reply Brief is in response to the Examiner's Answer mailed on November 2, 2006 for the above-identified patent application.

       First Data Corporation recently spun off The Western Union Company and assigned the above-identified application to The Western Union Company. Therefore, the real party in interest is now The Western Union Company, a corporation organized and existing under the laws of the State of Delaware, and having a place of business at 12500 E. Belford Avenue, Englewood, Colorado 80112, as set forth in the Assignment recorded in the United States Patent and Trademark Office on November 22, 2006, Reel 018546, Frame 0375.

Rejection Under 35 U.S.C. § 112

Claim 65 was rejected under § 112, first paragraph, and claims 30, 58 and 60 were rejected under § 112, second paragraph.

Appellants gratefully acknowledge the withdrawal of the § 112 rejection of claim 65, as indicated on page 13 of the Examiner's Answer. Appellants also gratefully acknowledge the withdrawal of the § 112 rejection (lack of antecedent basis) of claims 30 and 58, as indicated on page 13 of the Examiner's Answer.

However, it appears that the Examiner is maintaining the additional § 112 rejection of claim 58. In that regard, the Examiner notes on page 14 of the Examiner's Answer that claim 58 "is directed to actions prior to the loading of funds," but asserts that "to one of ordinary skill it is not clear how the payout card is determined eligible to receive funds from the payout account, based on whether or not the card was previously assigned to an agent location, when funds haven't been loaded."

Rather than reciting the language asserted by the Examiner, claim 58 clearly recites that "the determining step includes determining whether the payout card was previously assigned to an agent location involved in the received transaction." As explained on pages 9-10 of the Appeal Brief,

> prior to funds being loaded into the payout account, the card identifying information may be received at a host computer system. The specification contemplates, for example, that the payout card can be selected from a source of payout cards located at the agent location. Each payout card from the source of payout cards may have an assigned account code printed or recorded thereon. Preferably, the account codes for all payout cards provided to a particular receive-agent or associated agent location are stored on the host computer system. Thus, when the host computer system receives card identifying information

from a selected payout card, the host computer system can confirm whether the selected card was previously assigned to that particular agent location. If, for example, the host computer system determines that the selected payout card was not previously assigned to the agent location, the transaction may not proceed or the host computer system may request another payout card to be selected. This step provides an added measure of security by permitting the host computer system to ensure the cards provided to a particular agent location are being issued at that particular agent location. (*Specification*, p. 10, line 26 to p. 11, line 30; Appeal Brief, pp. 9-10).

Accordingly, Appellants believe that it is clear to one of ordinary skill in the art how "determining whether the payout card was previously assigned to an agent location involved in the receive transaction" can be performed prior to "loading payout funds" into a payout account associated with a payout card.

Regarding claim 60, the Examiner correctly notes that claim 60 depends from claim 1 and recites the additional limitation "wherein the payout account is not accessible by the sender." The Examiner then asserts that "to one of ordinary skill, the sender is the one loading the funds, hence the sender has access to the payout account if only to load funds therein." That assertion, however, is not supported by the claim language nor the Specification. As clearly indicated in the Specification, the step of loading payout funds into a payout account occurs as part of a receive transaction, not a send transaction. For example, as described in the application,

> [i]f the payout card was previously assigned to the agent location, host computer system 20 then stores the payout card identifying information and loads, or otherwise stores, payout funds corresponding to a portion or all of the receive amount in a payout account associated with the account code of the payout card, as indicated at step 124. For example, the money transfer host 21 may communicate with the card account host 22 so as to load payout funds in the payout account. (Specification, p. 11, ll. 21-28.)

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Thus, it is not the sender that loads funds into the payout account. Furthermore, the Examiner's assertion on page 14 of the Examiner's Answer that "this interpretation of claim 1 directly contradicts the teachings of Appellant's specification (Specification, pg. 8, ll. 18-22)" is simply wrong. That section of the Specification does not even discuss loading funds into a payout account.

Rejection Under 35 U.S.C. § 102

Claims 1-5, 14-21, 31-37, 45-49 and 60 stand rejected under 35 U.S.C. § 102(b) over U.S. Patent No. 5,937,396 issued to Konya (hereafter "Konya").

In the Examiner's Answer, the Examiner stated that he "is interpreting the prior art system as reserving the funds in a reserved or payout account, within the sender's account." (Examiner's Answer, pg. 15.) Furthermore, the Examiner asserts that Konya inherently teaches "Appellants 'loading' step as in order to allow the recipient to be able to access funds, the sender must have a corresponding amount of money in the sender account." (*Id.*) However, the above steps asserted by the Examiner are not performed as part of a "money transfer receive transaction," but instead are associated with a send transaction. By contrast, claims 1 and 31 each recite steps of a method for performing a money transfer receive transaction, and claim 34 is directed to a system for performing a money transfer receive transaction.

Furthermore, with respect to claim 17, that claim recites "receiving transaction identifying information provided by the recipient; comparing the transaction identifying information with the transaction data stored on the host computer system; and loading payout funds corresponding to at least a portion of the desired amount of money to be transferred in a payout account associated with a payout card if the transaction identifying information matches the transaction data stored on the host computer system." Thus, under the above method, funds are loaded into a payout account if transaction identifying information provided

by the recipient matches transaction data stored on the host computer system. By contrast, in Konya, the acts of depositing funds in the sender's account and reserving funds from the sender's account are performed prior to receiving any information from the recipient, or comparing any such information with transaction data stored on a host computer system. (*Konya*, col. 10, line 16, through col. 11, line 11.)

It should also be noted that the Examiner's assertions on page 15 and 21 of the Examiner's Answer that "Appellant stresses that Konya cannot read on claim 1 because according to Konya money is not actually transferred from sender to recipient" is a mischaracterization of Appellants' argument. Instead, on page 11 of the Appeal Brief, Appellants noted that Konya explicitly and repeatedly discloses that funds *are not actually transferred* to a second account associated with a transaction card of a recipient. (*Konya*, abstract; col. 6, lines 37-41; col. 9, lines 28-30). Rather, the transaction card in Konya is used by the recipient solely to identify the recipient when attempting to withdraw the "transferred" funds. (*Konya*, abstract; col. 6, lines 37-41; col. 9, lines 28-30). In Konya, after the funds are dispensed to the recipient, the sender's account is then debited the amount of the transaction. (*Konya*, col. 6, lines 20-25; col. 9, line 30; col. 11, lines 59-66). Thus, in Konya, payout funds are never actually loaded into a payout account associated with a payout card; they remain in a sender's account until after they are dispensed to a recipient from an ATM.

Rejection Under 35 U.S.C. § 103(a)

Claim 6-9, 10-13, 22-25, 26-29, 38-41, 42-44 and 50-59 were rejected under § 103(a) as being unpatentable over Konya alone or in combination with other references.

Claim 30, which was rejected under § 103(a) over Konya alone, recites the following steps, among others:

> receiving transaction identifying information from a receive-transaction initiating terminal in communication with the host computer system as part of the receive transaction, wherein the transaction identifying information is provided by the recipient;
> comparing the transaction identifying information with the transaction data stored on the host computer system;
> receiving at the host computer card identifying information associated with a payout card from the receive-transaction initiating terminal, wherein the card identifying information includes an account number and the payout card is selected from a source of payout cards maintained at a common location with the receive-transaction initiating terminal;
> storing the card identifying information on the host computer system; [and]
> loading payout funds, corresponding to at least a portion of the desired amount of money to be transferred, in an account associated with the account number and maintained on the host computer system, if the transaction identifying information matches the transaction data stored on the host computer system.

Thus, under the above method, funds are loaded into an account associated with a payout card if transaction identifying information provided by the recipient matches transaction data stored on the host computer system. By contrast, in Konya, the acts of depositing funds in the sender's account and reserving funds from the sender's account are performed prior to receiving any information from the recipient, or comparing any such information with transaction data stored on a host computer system. (*Konya*, col. 10, line 16, through col. 11, line 11.)

In addition, on page 19 of the Examiner's Answer, the Examiner asserted that Appellants have provided no argument specific to claim 50. Appellants respectfully disagree and direct the Examiner's attention to pages 24-26 of the Appeal Brief.

Conclusion

For the reasons presented above, as well as the reasons presented in the Appeal Brief, the final rejection of claims 1-65 should be reversed.

No additional fee is believed to be due as the result of the filing of this paper. However, any additional fees or credits should be applied to Deposit Account 02-3978 as authorized by the original transmittal letter in this case.

Respectfully submitted,

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By:_____

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Date: December 28, 2006

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